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which expressly or by implication invites its passengers to use a stile over a wire fence in leaving its grounds is held, in *Cotant v. Boone Suburban R. Co.* (Iowa), 69 L. R. A. 982, to be bound to use at least ordinary care in seeing that it is fit for the purpose intended, although the stile was not erected by it, and the defective part is not on its property, but on property where it has no right to go to make inspection or repairs.

Conflict of Laws—Married Woman Becoming Surety for a Note Payable in a State Where Such Contract Was Invalid, though Valid at Her Domicile.—That a note for the payment of which a married woman becomes surety is made payable in a state where such contract is invalid, is held, in *Garrigue v. Keller* (Ind.), 69 L. R. A. 870, not to defeat her liability, although the suit is brought in that state, if the contract was valid at her domicile where it was executed.

Corporations—Contract for Repurchase of Its Own Stock Valid.—The power of a corporation to make valid contracts for the repurchase of its own stock in the absence of charter restrictions is sustained in *Wisconsin Lumber Co. v. Greene & W. Teleph. Co.* (Iowa), 69 L. R. A. 968.

Nuisance—Noises from a Chicken Yard Making Neighboring Property Uncomfortable as a Residence for Invalids.—The characteristic noises and odors issuing from a chicken house and yard, which are maintained in a cleanly manner and cared for so as not injuriously to affect the health of any normal person in the neighborhood, are held, in *Wade v. Miller* (Mass.), 69 L. R. A. 820, not to be a nuisance, although they may make neighboring property uncomfortable as a residence for invalids.

Real Estate—Contract to Purchase—Encumbrances—Right of Municipality to Open Street over This Property.—The right to enforce payment of the money under a contract to purchase real estate which stipulates that the property shall be clear of all encumbrances is denied in *Taylor v. Evans* (Pa.), 69 L. R. A. 790, where the title has not been accepted, and there is an existing right on the part of the municipality to open a platted street over the property, which will destroy the buildings without making compensation for them.

Divorce a Vinculo—Effect of on a Legacy in the Will of a Husband in Favor of a Wife.—The granting of an absolute divorce is held in *Re Jones* (Pa.), 69 L. R. A. 940, not to revoke, by implication,